

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

Keyette Johnson,

Plaintiff,

v.

Home Warranty Administrators, Inc dba
Choice Home Warranty,

Defendant.

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:
: Civil Action No.: _____
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:

: **COMPLAINT**
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For this Complaint, Plaintiff, Keyette Johnson, by undersigned counsel, states as follows:

JURISDICTION

1. This action arises out of Defendant's repeated violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (the "TCPA").
2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that Defendant transacts business in this District and a substantial portion of the acts giving rise to this action occurred in this District.

PARTIES

3. Plaintiff, Keyette Johnson ("Plaintiff"), is an adult individual residing in Randolph, Massachusetts, and is a "person" as the term is defined by 47 U.S.C. § 153(39).
4. Home Warranty Administrators, Inc dba Choice Home Warranty ("HWA"), is a New Jersey business entity with an address of 1090 King Georges Post Road, Edison, New Jersey 08837 and is a "person" as the term is defined by 47 U.S.C. § 153(39).

FACTS

5. In July 2018, HWA began calling Plaintiff's cellular telephone, number 774-xxx-9386, using an automatic telephone dialing system ("ATDS").

6. When Plaintiff answered calls from HWA, she heard a prerecorded message.

7. Plaintiff never provided her cellular telephone number to HWA and never provided consent to receive automated calls from HWA.

8. Plaintiff spoke with a live representative and informed HWA that they had the wrong number and requested that HWA cease all calls to her immediately.

9. Nevertheless, HWA continued to place automated calls to Plaintiff's cellular telephone number.

COUNT I
VIOLATIONS OF THE TCPA – 47 U.S.C. § 227, ET SEQ.

10. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

11. At all times mentioned herein, Defendant called Plaintiff's cellular telephone number using an ATDS or predictive dialer and/or using a prerecorded or artificial voice.

12. Defendant continued to place automated calls to Plaintiff's cellular telephone number despite knowing that it lacked consent to do so. As such, each call placed to Plaintiff was made in knowing and/or willful violation of the TCPA, and subject to treble damages pursuant to 47 U.S.C. § 227(b)(3)(C).

13. The telephone number called by Defendant was assigned to a cellular telephone service for which Plaintiff incurs charges pursuant to 47 U.S.C. § 227(b)(1).

14. The calls from Defendant to Plaintiff were not placed for "emergency purposes" as defined by 47 U.S.C. § 227(b)(1)(A)(i).

15. Plaintiff is entitled to an award of \$500.00 in statutory damages for each call placed in violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3)(B).

16. As a result of each call made in knowing and/or willful violation of the TCPA, Plaintiff is entitled to an award of treble damages in an amount up to \$1,500.00 pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant:

- A. Statutory damages of \$500.00 for each violation determined to be negligent pursuant to 47 U.S.C. § 227(b)(3)(B);
- B. Treble damages for each violation determined to be willful and/or knowing pursuant to 47 U.S.C. § 227(b)(3)(C); and
- C. Such other and further relief as may be just and proper.

JURY TRIAL DEMANDED ON ALL COUNTS

Dated: January 16, 2019

Respectfully submitted,

By /s/ Sergei Lemberg

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